

hundred seventy five at the Citty of s^t Maries aforesaid in Consideration that he the said John Roberts being a Bricklayer at the Special instance and request of him the said John Quigley would worke as a Bricklayer about the Statehouse and prison at S^t Maries aforesaid for the Space or terme of One month from the fifth day of June aforesaid the said John Quigley did then assume upon himselfe and to the Said John Roberts did faithfully promise that he the Said John Quigley when thereunto required would well and truly pay unto the Said John Roberts the summe of three Shillings Sterling p diem, for every workeing day or day that the said John Roberts Shall worke in and about the Statehouse and prison aforesaid And the said John Roberts in fact Saith that trusting to the faithfull promise and assumption aforesaid of him the said John Quigley did worke in and about the Statehouse aforesaid for the space of twenty foure dayes which at three Shillings p day amounts in the whole to three pounds twelve shillings Sterling Yet the said John Quigley his promise and assumption so made as aforesaid not regarding but deviseing & fraudulently intending him the said John of the Said three pounds twelve Shillings to defraud and deceive the said three pounds twelve Shillings hath not paid nor Satisfied though often thereunto required but the same to pay hath refused and as yet doth refuse whereupon the Said John Saith he is dampnified and hath losse to the value of foure thousand pounds of tobacco & thereupon he bringeth his suite.

And the said John Quigley by Robert Ridgely his Attorney cometh and defendeth the force and injury &c and prayeth liberty to imparle here untill the next Provinciaall Court and the same day is given to both parties.

Now here at this day to wit the eleventh day of ffebruary in the yeare of Our Lord One thousand six hundred Seventy five came the said John Roberts by his Attorney aforesaid and the Said John Quigley by his Attorney likewise came and the Said John Quigley Saith that after the said fifth day of June in the said declaration mentioned to wit the two and twentieth day of June One thousand Six hundred Seventy five the said John Roberts by a certaine writing of discharge duly executed did acquitt and for ever discharge the said John Quigley from all Summe or summes of money bargaines contracts or any manner of demands whatsoever or howsoever from the begining of the World to the said two and twentieth day of June in the yeare aforesaid and this he is ready to averre and thereupon he demands judgment of this Court if the said John Roberts his action aforesaid against him Ought to have, and the plaintiff likewise. Which said discharge being produced by the defendant The judgment of the Court here is that the said John Roberts his action aforesaid against the said John Quigley Ought not to have Therefore it is granted by the Court here that the said

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